JD(SF)–03–19
Wilmington, CA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

PACIFIC GREEN TRUCKING INC.

and Case 21–CA–226775

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Cecilia Valentine, Esq., and Mathew J. Sollett, Esq.,
for the General Counsel.
Karen Rose, J.D. (National Labor Relations Advocates), and
Nathan E. Sweet, Esq. (Law Office of Nathan E. Sweet),
for the Respondent Company.

DECISION

JEFFREY D. WEDEKIND, Administrative Law Judge. The complaint in this case alleges that Pacific Green Trucking Inc., an interstate freight hauling company, committed several unfair labor practices in response to a Teamsters organizing campaign at its Wilmington, California facility in the summer of 2018. Specifically, the General Counsel alleges that, over a 3-week period in August, the Company's general manager interrogated the primary union supporter, Ricardo Bonilla Colindres (Bonilla), about his union activities, created the impression that his union activities were under surveillance, threatened him with discharge because of his union activities, and ultimately refused to assign him work and terminated him because of his union activities, in violation of Section 8(a)(3) and/or (1) of the National Labor Relations Act.[1]

A hearing on these disputed complaint allegations was held on January 14 and 15, 2019, in Los Angeles.[2] The General Counsel and the Company thereafter filed briefs on February 1.

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[1] The Union filed the initial and amended charges on September 4 and October 11, 2018; the NLRB Regional Director issued the complaint on November 29; and the Company filed its answer on December 13. The Board's jurisdiction is uncontested and established by the admitted facts.

[2] On February 6, the General Counsel filed a motion to correct the transcript. The Company opposes the motion on the ground that it was untimely filed after the February 1 due date for filing briefs, citing Treasury Department regulation 31 C.F.R. 501.739(a)(2). However, the NLRB has no such hard and fast rule. Further, the circumstances here provide no support for rejecting the motion on this procedural ground: the parties agreed to an expedited briefing schedule, the identified transcript errors are minor, the Company has not disputed the accuracy of the proposed corrections or claimed that it would have to revise its brief if they were approved, and the motion to correct was filed soon enough not to delay issuance of this decision. Accordingly, the motion to correct is granted and added to the record as GC Exh. 3. See *Southern Florida Hotel & Motel Assn*., 245 NLRB 561, 577 n. 6 (1979).

As discussed below, with one exception (the alleged impression-of-surveillance violation), the allegations are supported by a preponderance of the credible record evidence.[3]

I. THE TEAMSTERS CAMPAIGN

The Company employs about 80–90 drivers at the Wilmington facility. In June 2018, a Teamsters organizer, Miguel Cubillos, spoke to two of them about the possibility of the Union representing the drivers. Cubillos also thereafter held a series of organizing meetings at a restaurant in Compton. Three drivers attended the first meeting in mid-June, three or four drivers attended the second meeting on June 23, and about five drivers attended the third meeting on July 7. At each of the meetings, Cubillos asked the drivers to talk to their coworkers about the Union, to identify those who were interested in the Union, and to obtain their contact information.

Bonilla first heard about the Union from two coworkers during a break. He asked for Cubillos's phone number and called him later the same day. He thereafter attended both the June 23 and July 7 meetings and became a leader of the organizing effort. He talked to about 15 drivers at the ports and provided at least 6 or 7 of them with Cubillos's phone number or arranged for them to meet with him one-on-one. He also updated Cubillos every day on his efforts and became Cubillos's primary employee contact regarding the campaign.[4]

II. THE ALLEGED UNFAIR LABOR PRACTICES

As indicated above, the complaint alleges that all of the subsequent unfair labor practices against Bonilla were committed by the Company's general manager, Vicente Zarate. Zarate founded and developed the Company and has served as its general manager since 2009.[5] He hired Bonilla in February 2018, considered him a good worker, and even loaned him money to buy new eyeglasses in July so he could continue driving for the Company.[6]

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[3] Citations to the record are included to aid review and are not necessarily exclusive or exhaustive. In making credibility findings, all relevant factors have been considered, including the interests and demeanor of the witnesses; whether their testimony is corroborated or consistent with the documentary evidence and/or the established or admitted facts; inherent probabilities; and reasonable inferences that may be drawn from the record as a whole. Language and translation difficulties have also been taken into account (Bonilla and company witness Gerbis Vaquiz testified through an interpreter). See, e.g., *Daikichi Corp*., 335 NLRB 622, 623 (2001), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003); and *New Breed Leasing Corp. v. NLRB,* 111 F.3d 1460, 1465 (9th Cir.), cert. denied 522 U.S. 948 (1997).

[4] Tr. 33, 51, 56–64, 73, 154–159, 223, 232–233, 337.

[5] Tr. 51, 337. Although Bonilla testified that he viewed Zarate as "the supervisor, the manager, the owner, and . . . everything else" (Tr. 316), Zarate testified that his 30-year old son is currently the sole owner of the Company (Tr. 355). The Company admits that Zarate is a supervisor and agent within the meaning of Sections 2(11) and 2(13) of the Act.

[6] Tr. 32, 170, 222–223, 343, 367. The record does not reveal precisely when in July Bonilla requested and received the loan from Zarate for the new eyeglasses.

A. Zarate's alleged unlawful statements to Bonilla on August 7

The first alleged violations involve certain statements Zarate allegedly made to Bonilla on or about August 7. Bonilla testified that around that time he went to Zarate's office and asked him for another loan because his mother was ill and needed medication. However, unlike in July, Zarate said no. Zarate told him that he couldn't lend money to him anymore because of his involvement with the Teamsters. Zarate said that he should not get involved with the Union because he, Zarate, was the one who employed him; that he should thank God he was working for him; and that if he was unhappy he could leave. (Tr. 164–171.)

Bonilla's foregoing testimony was circumstantially or indirectly corroborated by Cubillos, who testified that Bonilla told him later the same day about the conversation with Zarate. Cubillos testified that Bonilla told him that Zarate wouldn't give him the loan, saying that he knew Bonilla was with the Union and that he shouldn't do that because he was giving Bonilla work (Tr. 73–74.)[7]

As for Zarate, he testified that he did not know about the union campaign or Bonilla's support for it until September, when he received notice of the Union's unfair labor practice charge. He also generally denied that he ever threatened anyone for being a union member.[8] However, he did not specifically deny that the August 7 conversation with Bonilla occurred; that Bonilla asked him for another loan; or that he rejected Bonilla's request. Nor did he specifically deny Bonilla's version of the conversation or offer an alternative version or explanation of why he rejected Bonilla's request. (Company counsel never asked him.)

Nevertheless, the Company argues that Bonilla's testimony regarding Zarate's statements should be rejected because the General Counsel failed to call another potential witness identified by Bonilla. Bonilla testified that the door to Zarate's office was open during the conversation and that the company dispatcher, who assigns the drivers their work, was in the outer office about 12 feet away and likely would have overheard it (Tr. 170–171). The General Counsel does not allege or argue that the dispatcher is a supervisor or was acting as a company agent during

[7] Cubillos was called to testify by the General Counsel before Bonilla, and Bonilla was excluded during Cubillos's testimony pursuant to a sequestration order issued at the outset of the hearing. The only witness who was not excluded pursuant to the order was Zarate, who was designated essential by company counsel and was therefore present throughout the hearing.

[8] Tr. 32, 338, 349–350, 358. The Company also called driver Waldemar Perez, who testified that he had never been questioned about his union affiliation or threatened by Zarate or ever heard of anyone else being questioned or threatened about their union affiliation (Tr. 335). However, such testimony has little, if any, relevance. See *UNF, West, Inc. v. NLRB*, 844 F.3d 451, 464 (5th Cir. 2016) (ALJ did not err in excluding, as irrelevant, testimony by four employees that they had never been threatened by the employer's agents, as they were not present when the alleged unlawful statements to two other employees were made, and their testimony about their own experience with the employer's labor consultants was not probative of what happened to the other two employees), enfg. 363 NLRB No. 96 (2016). And the Company's posthearing brief does not rely on it.

the conversation.[9] However, there is also no record or rational basis to assume that he would have been favorably disposed toward Bonilla or the Union, i.e., that he was anything but a mere bystander employee. See *Daikichi Corp*., 335 NLRB 622 n. 4 (2001), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003); and *Torbitt & Castleman, Inc.*, 320 NLRB 907, 910 n. 6 (1996), affd. on point 123 F.3d 899, 907 (6th Cir. 1997) (bystander employees are not presumed to be favorably disposed toward any party and no adverse inference may be drawn against a party for failing to call them to testify).

Moreover, given Zarate's failure to specifically deny Bonilla's testimony about the conversation, the General Counsel could have reasonably concluded that the dispatcher's testimony was unnecessary to establish the violation by a preponderance of the evidence. See *One Stop Kosher Supermarket*, 355 NLRB 1237, 1238 n. 3 (2010) (rejecting the employer's argument that its agent should be credited about a particular conversation with the union's organizer because the organizer was not called to rebut his testimony, as the agent's testimony was clearly inconsistent with other testimonial and documentary evidence, and thus there was no real need for the General Counsel to prolong the trial by calling the organizer to testify), citing *Roosevelt Memorial Medical Center*, 348 NLRB 1016, 1022 (2006) (judge abused his discretion by drawing an adverse inference from the respondent's failure to call a manager, as the circumstances indicated the manager was not called because his testimony was unnecessary, not because it would have been adverse).

The Company also argues that Bonilla's testimony about the early-August conversation with Zarate should be discredited because of testimony he gave about a subsequent conversation with another company driver, Gerbis Vaquiz. Bonilla testified that, around mid-August, he was at a stoplight near the port when Vaquiz, who was not a union supporter, pulled up next to him in another truck and yelled out, "Hey [Bonilla], tell me if it's true that you are involved with the Union." He denied it, but Vaquiz told him that he should be careful because Zarate was keeping a list and had told him to ask Bonilla if he was involved with the Union.[10]

The Company argues that this testimony proves Bonilla was not a truthful witness for two reasons. First, because Vaquiz refuted it. When called to testify by the Company, Vaquiz testified that he had never spoken to him at a spotlight or elsewhere; that he was not aware of any list of union members kept by Zarate; that Zarate had never asked him to ask other drivers about

[9] Cf. *Dayton Newspapers, Inc*., 339 NLRB 650, 664 (2003) (employer's failure to call a dispatcher who attended meetings between manager and employees warranted adverse inference that he would not have supported manager's testimony about them), enfd. in part 402 F.3d 651, 661–662 (6th Cir. 2005); and *Masland Industries*, 311 NLRB 184, 190 (1993) (same).

[10] This incident is not alleged as a violation, apparently because there is no evidence, other than Vaquiz's own statement to Bonilla, that Vaquiz was acting as an agent of the Company. See FRE 801(d)(2). It has also not been considered or given any weight in support of any of the findings and conclusions here regarding the alleged violations. Although Vaquiz's hearsay statements are arguably admissible and probative of the complaint allegations under the circumstances (see, e.g., *Dauman Pallet, Inc*., 314 NLRB 186 (1994)), it is unnecessary to rely on the statements given the substantial nonhearsay evidence supporting those allegations.

their union affiliation;[11] and that he had never asked any other drivers about their union affiliation (Tr. 297, 300). Second, because Bonilla's testimony makes no logical sense. The Company argues that Zarate would have no reason to tell Vaquiz or anyone else to question Bonilla if, as indicated by the alleged August 7 conversation, Zarate already knew that Bonilla was involved with the Union.

However, again, Bonilla's testimony about the conversation with Vaquiz was corroborated in substantial part by Cubillos, who testified that Bonilla called and told him about the conversation the same day that it occurred. Cubillos testified that Bonilla told him that Vaquiz asked if he was the leader of the union while they were waiting at a red light; that he denied it; but that Vaquiz said that he knew he was involved with the Union because the boss had a list of drivers who were with the Union (Tr. 65–69).

The Company argues that Cubillos's corroborating testimony should be rejected because he is a union organizer and his testimony was "self-serving" (Br. 19). However, Vaquiz was not an entirely disinterested witness either. It is uncontroverted that he does not support the Union. Further, as a current employee of the Company, he would have an interest in not antagonizing it.[12] In any event, as previously noted (fn. 3), a witness's interest in the case is only one of many relevant factors to consider in evaluating credibility.

Finally, the fact that Bonilla testified that the conversation with Vaquiz occurred around mid-August is also insufficient to discredit his testimony. There are a number of logical explanations other than the Company's assertion that Bonilla made up the whole conversation. First, Bonilla may have just been confused about the dates.[13] Indeed, Cubillos testified that

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[11] Zarate likewise denied that he ever asked Vaquiz to question other drivers about their union affiliation or organizing (Tr. 354).

[12] See *NLRB v. Robbins Tire & Rubber Co.,* 437 U.S. 214, 240, (1978) ("The danger of witness intimidation is particularly acute with respect to current employees—whether rank and file, supervisory, or managerial—over whom the employer, by virtue of the employment relationship, may exercise intense leverage. Not only can the employer fire the employee, but job assignments can be switched, hours can be adjusted, wage and salary increases held up, and other more subtle forms of influence exerted."). See also *NLRB v. Maxwell*, 637 F.2d 698, 702–703 (9th Cir. 1981).

[13] Uncertain, incorrect, or inconsistent testimony regarding dates is common and frequently discounted in evaluating witness credibility, particularly where the date would not have had any particular importance to the witness at the time. See, e.g., *Traction Wholesale Center Co.*, 328 NLRB 1058, 1068 n. 13 (1999), enfd. 216 F.3d 92 (D.C. Cir. 2000); *Hartz Mountain Corp*., 228 NLRB 492, 496 n. 13 (1977), enfd. 593 F.2d 1155 (D.C. Cir. 1978); *NLRB v. Longshoremen Local 10*, 123 NLRB 559, 568–569 (1959), enfd. 283 F.2d 558, 562–563 (9th Cir. 1960); and *L.L. Majure Transport Co.*, 95 NLRB 311 (1951), enfd. 198 F.2d 735 (5th Cir. 1952). See also *Cojocari v. Sessions*, 863 F.3d 616, 622–623 (7th Cir. 2017) ("[D]ates and times [are] the sorts of minor details that are most vulnerable to the vagaries of human memory."). Here, Bonilla was questioned (through an interpreter) about several conversations he had with Zarate and others in August, and the temporal difference between early August and mid-August is relatively narrow and imprecise. Further, as noted above, Vaquiz's statements to Bonilla are not alleged as a

Bonilla told him about the conversation with Vaquiz "at the beginning" of August (Tr. 66). Second, Zarate may have told Vaquiz before August 7 to question Bonilla, but Vaquiz did not have an opportunity to do so until a week or two later, when his truck happened to be stopped next to him at the port. Third, Zarate may have wanted to find out whether Bonilla was still involved with the Union and/or the extent of his involvement.[14]

In sum, a preponderance of the credible evidence establishes that Zarate made the August 7 statements described by Bonilla. As for whether those statements were unlawful, the General Counsel contends that they violated Section 8(a)(1) of the Act in two respects: first, they effectively interrogated Bonilla about his union activities, and second, they impliedly threatened him with job loss because of his union activities. The Company's posthearing brief does not directly dispute this, i.e., it does not argue that the statements were lawful even if Bonilla's description of them is accurate. In any event, the General Counsel's position is supported by Board precedent. See, e.g., *Cayuga Medical Center at Ithaca, Inc*., 365 NLRB No. 170, slip op. at 16 (2017) (interim director's statement that he knew employee was the ring leader and was the one promoting all the union stuff constituted an unlawful interrogation under all the circumstances because it implicitly called for the employee to confirm or deny the statement), enfd. per curiam --- Fed. Appx. ---, 2018 WL 7080305 (D.C. Cir. Dec. 21, 2018); and *Pacific Coast Sightseeing Tours & Charters, Inc*., 365 NLRB No. 131, slip op. at 9 (2017) (manager's statements that employees who did not like their working conditions or wages could quit and go work for other employers constituted an unlawful implied threat of job loss).[15]

The complaint also alleges that Zarate unlawfully created the impression of surveillance during the same conversation by telling Bonilla that he knew everything that happened in the office because there were cameras all around it. In support of this allegation, the General Counsel's posthearing brief cites Bonilla's testimony that he recalled "the subject of security cameras coming up" during the conversation; that Zarate told him "he had surveillance cameras throughout the office"; and that Zarate said that he had the cameras "to see what was happening within the office" (Tr. 168). Again, Bonilla's testimony was corroborated by Cubillos and not denied by Zarate. However, neither Bonilla nor Cubillos testified that Zarate mentioned the office cameras in the context of the union campaign. The General Counsel never asked Bonilla about when during the conversation Zarate made the statement or its context. And Cubillos

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violation, and there is no apparent reason to doubt that Bonilla could have misremembered the date.

[14] The latter two are also possible explanations for a similar conversation Bonilla testified he had with another driver named Osbaldo after the August 7 conversation with Zarate (Tr. 171). The conversation with Osbaldo was likewise corroborated in substantial part by Cubillos, who testified that Bonilla told him about it on August 9 or 10 (Tr. 67, 70–71), and was not denied by Osbaldo, who did not testify. Like Vaquiz's statements, however, Osbaldo's statements are not alleged as a violation and have not been relied on here as support for the alleged violations.

[15] With respect to the interrogation violation, see also *Space Needle, LLC*, 362 NLRB No. 11, slip op. at 4 (2015) (supervisor's statement that he knew employee was a "smart guy" and would "make the right decision" about resigning from the union was unlawfully coercive in context regardless of whether it constituted an interrogation as alleged in the complaint), enfd. 692 Fed. Appx. 462 (9th Cir. 2017).

testified that Bonilla told him that Zarate mentioned the cameras later in the conversation, when they were discussing a disputed incident that occurred in the office between Zarate and another driver a few days earlier, stating that the cameras would show what actually happened (Tr. 75). Further, there is no evidence that Bonilla or other drivers ever engaged in union activity inside the company office. Finally, although Zarate admitted that the Company also has security cameras in the yard (Tr. 358), there is no contention or evidence that he mentioned those cameras during the conversation. Accordingly, the evidence fails to support this additional alleged violation.

B. Zarate's alleged unlawful statements to Bonilla on August 21

The next alleged violation involves statements Zarate allegedly made to Bonilla on or about August 21. Bonilla testified that around that time, while he and Zarate were outside, Zarate told him that if he came to know that there was a next time that Bonilla was fighting with the drivers, he would fire him. Bonilla responded that he didn't fight with anyone, and asked Zarate what fights he was talking about. Zarate replied that he knew Bonilla was involved in something. (Tr. 173–177.) The General Counsel alleges that these statements by Zarate again threatened Bonilla with job loss because of his union activities in violation of Section 8(a)(1) of the Act.

As with the previous alleged violations, the Company asserts that Bonilla's testimony regarding this alleged violation should be rejected. In support, it again cites Zarate's testimony that he never threatened anyone because of their union activity and Bonilla's lack of credibility generally. It also argues that Bonilla's testimony about the August 21 conversation is insufficient on its face to establish a violation because Bonilla testified that Zarate only mentioned "fighting with" coworkers, which is not protected activity, and did not specifically mention the Union or union activity.

However, as discussed above, the Company's arguments for discrediting Bonilla are without merit or unpersuasive under the circumstances. Further, as with the August 7 conversation, Zarate did not deny that the August 21 conversation occurred or offer any alternative version of it. Nor did he deny that he told Bonilla that he would be fired if he continued fighting with coworkers.

As for the meaning of "fighting," there is no contention or evidence that Bonilla ever actually fought with or verbally abused or harassed coworkers or was reported to have done so. See Zarate's testimony, Tr. 343 ("Q: Did you ever have any problems with Mr. Bonilla? A: No. Q: Did you ever have any problems with him fighting with other employees? A: No. No. Q [again]: Did you ever have any problems with Mr. Bonilla? A: No."); and Bonilla's testimony, Tr. 188–189 ("Q: Did you fight with drivers? Like physically fight? A: No. Q: Did you argue with drivers? A: We would talk about the Teamsters. Q: What kind of fighting did you have with your co-workers? A: To be all united.").

Thus, given Zarate's previous explicit antiunion statements on August 7, it is sufficiently clear that Zarate referred to "fighting" with drivers as a euphemism for discussing or debating the union with drivers and that it would have reasonably been interpreted as such. Cf. *Mardi*

Gras Casino, 359 NLRB 895 (2013) (supervisor's statement that he had heard employee was "getting herself into trouble" was a veiled reference to her union activity), reaffd. 361 NLRB 679 (2014); *Smithfield Foods, Inc*., 347 NLRB 1266, 1274 (2006) (supervisor's statement that employee was a "problem person" was a euphemism for the employee's union activity); *Boddy Construction Co*., 338 NLRB 1083 (2003) (president's reference to employee as an "instigator" was a euphemism for employee's prounion sentiments); *Diversified Bank Installations, Inc.,* 324 NLRB 457, 471–472 (1997) (president's statement that employee caused "problems" or "trouble" was a euphemism for union activity); *McClain of Georgia, Inc*., 322 NLRB 367, 382 (1996) (president's statement that employee was responsible for the "shit" in the shop was a thinly veiled reference to the union campaign), enfd. 138 F.3d 1418 (11th Cir. 1998); *Schaumburg Hyundai, Inc.*, 318 NLRB 449, 458 (1995) (owner's statement that employee did "not work well with his team and had a bad attitude" was a euphemism for union animus); *Rainbow Garment Contracting, Inc*., 314 NLRB 929, 937 (1994) (employer's reference to employees' "excessive talking" was a euphemism for their union activity); *K & E Bus Lines*, 255 NLRB 1022, 1033 n. 27 (1981) (president used various euphemisms for union activity, including "upset," nervousness," and "agitation"); *Boyer Ford Trucks, Inc*., 254 NLRB 1389, 1395 (1981) (statements by owner and manager that employee was discharged for a "bad attitude" and being a "disruptive influence" were euphemisms or code words for union activity); *M.J. Pirolli & Sons*, 194 NLRB 241, 245 (1972) (president's reference to "trouble" in the plant was a euphemism for union activity), enfd. per curiam 1972 WL 3041 (1st Cir. 1972), cert. denied 409 U.S. 1008 (1972); *Hertz Corp.,* 184 NLRB 445, 446 (1970) (manager's characterization of employee as "troublemaker" could only have referred to her suspected union activities given that she was considered one of the best employees), enfd. 449 F.2d 711, 714 (5th Cir. 1971); and *Chemical Construction Co*., 125 NLRB 593, 599 (1959) (employer's statement that employee/union steward was discharged because he caused "dissension" among the employees was a euphemism for his union activity).

Accordingly, like his unlawful August 7 statements, Zarate's August 21 statements to Bonilla were coercive and violated Section 8(a)(1) of the Act as alleged. See *Armstrong Machine Co.*, 343 NLRB 1149, 1151 (2004) (president's statements that certain employees had "bad attitudes," that he was "tired of this bullshit," and that the employees should take a couple weeks off or leave if they didn't want to work there would reasonably have been interpreted under the circumstances as referring at least in part to their union activity and threatened them with suspension and discharge in violation of Section 8(a)(1) of the Act); and *Smithfield Packing Co*., 344 NLRB 1, 6, 23–25 (2004) (supervisor's threat to fire employee if he heard her talking about the union with other employees again violated Section 8(a)(1) of the Act), enfd. 447 F.3d 821 (D.C. Cir. 2006).

C. Zarate's alleged unlawful refusal to assign Bonilla work on August 24

The next alleged violation involves the circumstances of Bonilla's early departure from work on August 24. Bonilla worked at least 40 hours each week, Monday–Friday, from 7 am until whatever time he finished the assignments he was given by the company dispatcher—

typically between 4 and 6:30 pm—and was paid by the hour, with time and a half for overtime.[16] Bonilla testified that on Friday, August 24 he received his first assignment from the dispatcher, which was to deliver a load to Hanjin at the port. After he made the delivery, he called the dispatcher as usual to get his next assignment, and the dispatcher told him to come back to the yard to get another load. However, when he returned and asked the dispatcher for the assignment, the dispatcher told him to go see Zarate in his office. He did so, and Zarate told him there was no more work for him. As it was Friday, the usual payday, Zarate also gave him his paycheck for the previous week (August 13–17).[17] He therefore gathered his belongings, walked to his car, and called Cubillos to tell him what happened. (Tr. 178–181.)

Bonilla's testimony is consistent with the driver manifest he turned in that day, which confirms that he was assigned only the initial Hanjin delivery and worked only until 9:50 am (GC Exh. 2, p. 1). His testimony is also again corroborated in substantial part by Cubillos, who testified that Bonilla called him immediately thereafter and told him he had been sent home early (Tr. 76– 77).[18]

As for Zarate, he testified that Bonilla came to see him around 10 am and asked for his paycheck. However, Zarate acknowledged that this is not unusual; that all the drivers ask him for their paycheck throughout the day. (Tr. 344). Further, he did not specifically deny that he told Bonilla there was no more work for him that day.

The Company nevertheless argues that Bonilla and Cubillos should be discredited, both because of their lack of credibility and because the General Counsel failed to call the dispatcher or two other drivers that Bonilla testified were in Zarate's office at the time. However, for the reasons discussed above, the Company's arguments are without merit.[19]

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[16] See Tr. 140–142, 178, 208–209, 350; GC Exh. 2; and R. Exh. 3. The Company apparently deducted a period of time from Bonilla's total hours for unpaid lunch breaks. Compare GC Exh. 2 with R. Exh. 3. See also Tr. 62, 72.

[17] The Company pays the drivers for each week's work on Friday of the following week (Tr. 369).

[18] There are some differences or inconsistencies. For example, while Cubillos testified that Bonilla called and told him that he "was sent home early," Bonilla testified that he called and told Cubillos he was "fired" (Tr. 230). However, the record as a whole indicates that Bonilla may have simply been confused when he gave this testimony and/or that the question or answer may have been mistranslated due to difficulties or nuances in interpretation (as indicated above, Bonilla testified through an interpreter). Indeed, when asked to explain why he took his personal belongings with him on August 24, Bonilla testified that he did so only because it was his understanding that the evening drivers sometimes used his assigned truck and that Zarate therefore did not want him to leave his stuff in it (Tr. 146–147, 181, 201–211), not because he thought Zarate had fired him. Further, as discussed infra, Bonilla testified that Zarate did not tell him he was terminated until the following evening.

[19] It is also noteworthy that Bonilla did not testify that he knew or recalled the names of the two drivers who were in the office. See Tr. 180.

Thus, a preponderance of the credible evidence establishes that Zarate did, in fact, send Bonilla home early on August 24. Regarding Zarate's reason(s) for doing so, the parties agree that the proper analytical framework is set forth in *Wright Line*, 251 NLRB 1083, 1089 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982). Under that framework, the General Counsel must prove by a preponderance of the direct or circumstantial evidence that an employee's union activity was a substantial or motivating factor for the adverse employment action. The General Counsel can make a sufficient initial showing in this regard by demonstrating that the employee engaged in union activity and the employer knew or suspected it, and that the employer had animus against such activity. If the General Counsel makes the required initial showing, the burden shifts to the employer to establish by a preponderance of the evidence that it would have taken the same adverse action against the employee even absent his/her union activity. See *Shamrock Foods Co.*, 366 NLRB No. 117, slip op. at 26–27 (2018); and *East End Bus Lines, Inc.*, 366 NLRB No. 180, slip op. at 1 n. 7 (2018), and cases cited there.

As discussed above, the General Counsel established that Bonilla engaged in union activity and that Zarate knew or suspected it and had animus against that activity as reflected by his unlawful statements to Bonilla on or about August 7 and 21. Further, the Company failed to establish that Zarate would have sent Bonilla home early anyway on August 24 regardless of his union activities. The Company's posthearing brief (p. 13) suggests that Bonilla would have been sent home early anyway because he had already worked 40.10 hours that week. However, there is no testimonial or documentary evidence that Bonilla was not allowed to work more than 40 hours a week, or that Zarate sent him home early on August 24 for this reason. On the contrary, Zarate testified that the drivers all averaged 30–50 hours per week; and that Bonilla averaged "at least" 40 hours per week (Tr. 350). Moreover, the Company stipulated that there was additional work that could have been assigned to and performed by Bonilla at 9:50 am and thereafter on August 24 (Tr. 151–153, 193).

Accordingly, Zarate's refusal to assign Bonilla further work on August 24 violated Section 8(a)(3) and (1) of the Act, as alleged.

D. Zarate's alleged unlawful termination of Bonilla on August 25

The final alleged violation involves the circumstances of Bonilla's separation from employment the following day, Saturday August 25. As with the prior alleged violations, both Bonilla and Cubillos testified with respect to this allegation, as did two other Teamsters organizers, Jamie Welsh and Adrian Macias, to the extent of their participation and personal knowledge. Their testimony, which was substantially corroborative and consistent with Bonilla's phone records, was as follows.[20]

[20] There are differences in their testimony with respect to certain details. However, this is common. See *Owino v. Holder*, 771 F.3d 527, 538 (9th Cir. 2014) ("[S]light differences in the recollection or perception of different witnesses are a common occurrence."). See also *U.S. v. Harty*, 930 F.2d 1257, 1266 (7th Cir.), cert. denied 502 U.S. 894 (1991). Further, the differences are not major or critical and have been resolved based on the usual credibility factors (see fn. 3, above).

At about 6:30 pm that evening, while Bonilla was bowling with his family, he received a call from Zarate on his cell phone. Zarate asked him why his truck was empty; why he had taken his personal belongings out of it. Bonilla was surprised by the call and thought he was supposed to clean out the truck because the evening drivers sometimes used it and Zarate had recently reminded him that the Company owned the truck and told him not to leave things in it. When he did not immediately respond to Zarate's question, Zarate told him that he didn't want him to come back to the Company, and that he would send him a paycheck for the past week (August 20–24) on Monday. Bonilla asked Zarate why, but Zarate replied that he did not want to argue about it and hung up.[21]

As usual, Bonilla immediately called Cubillos and told him about the conversation. The following Monday, August 27, he also went to the union office in person to fill out an online application for unemployment benefits. Welsh, another Teamsters organizer in the office who was proficient with computers, assisted Bonilla with the application. When they got to the question on the application about why Bonilla was no longer working for the Company, they decided that Bonilla should call Zarate and ask him again. So, Bonilla called Zarate on his cell phone, putting it on speaker so that Welsh could listen and be a witness to it. When Zarate answered, Bonilla said that he was filing for unemployment and needed to know why he had been let go. Zarate replied, "Because you are fighting with my drivers" and "I don't want my workers fighting." Bonilla responded that he didn't have any issues with anybody and to give him an instance where he had fought with another driver. Zarate replied that he didn't want to discuss or argue about it with Bonilla, that he just didn't need him anymore, and hung up.[22]

Bonilla thereafter filed the unemployment insurance application, which was not opposed or contested, and was granted benefits. In the meantime, the following Friday morning, August 31, he also went back to the Company's facility to inquire about his final paycheck, which as of that morning he had still not received in the mail. Cubillos and Macias, another Teamsters organizer in the office, went with him for support. When they got to the facility, Cubillos, who drove, stayed in the car while Bonilla and Macias walked up to the gate and spoke to the guard. Zarate came out shortly thereafter and Bonilla told him he was there to pick up his check. Zarate said he had already mailed it, but Bonilla replied that he had not received it. So, Zarate told them to follow him to his office; that he would write Bonilla a new check and that Bonilla should cancel the old check when he received it.

When they arrived at the office, Zarate called his son and asked him to bring in Bonilla's paperwork. While they were waiting, Macias, whom Bonilla had introduced as his nephew,

[21] Tr. 146–147, 154, 184–185, 330, 371–374. See also the parties' stipulation regarding Bonilla's phone records, Tr. 200–202. Bonilla initially testified that Zarate replied, "Because you are fighting with my drivers." (Tr. 184). However, he subsequently testified that Zarate said that he didn't want to argue with him anymore (Tr. 185), and this was corroborated by Cubillos's testimony about what Bonilla told him immediately after the call (Tr. 85). Again, the record as a whole indicates that Bonilla's initial testimony simply confused the August 25 phone conversation with another phone conversation he had with Zarate 2 days later on August 27, discussed infra.

[22] See Tr. 84–88, 185–188, 200–202, 243–247.

asked Zarate whether Bonilla would get paid for vacations, and Zarate said no. Macias also asked why he had fired Bonilla, and Zarate said because he'd been "having problems with drivers fighting." Bonilla said that wasn't true, and continued to press Zarate for the real reason, but Zarate just repeated that he didn't want any problems. Zarate then handed Bonilla the new check and escorted him and Macias out.[23]

Zarate disputed certain parts of the foregoing account, particularly Bonilla's and Cubillos's testimony regarding the August 25 phone conversation. He admitted that he called Bonilla that evening but denied that he told Bonilla he was terminated. He testified that the only reason he called Bonilla was because the daytime yard attendant told him that Bonilla's assigned truck had been parked in the wrong spot and emptied out. Zarate testified that when he asked Bonilla what had happened, why his truck was empty, Bonilla said, "Don't worry about it, I'm not coming back, just wait for your surprise," and hung up with no further discussion or argument. (Tr. 344, 352–353, 369).

There are numerous problems with Zarate's testimony, however. First, Zarate never explained why he called Bonilla on a Saturday evening solely to question him about such a seemingly minor matter rather than waiting until Monday morning. Second, Bonilla specifically disputed Zarate's account of the call, denying that he told Zarate he was not coming back (or that he had a "surprise" for him). Third, Zarate admitted that there were no internal company records, memoranda, or email communications indicating that Bonilla had quit. (Tr. 31, 185, 374–375.) Fourth, Zarate did not deny saying that Bonilla had been terminated for "fighting" with coworkers when he received the phone call the following Monday about Bonilla's unemployment application. (Zarate testified that he thought the call was actually from the unemployment office.) Nor did he offer an alternative version of what he said. Fifth, Zarate admitted that he did not subsequently contest Bonilla's unemployment application.[24] (Tr. 30–31,

[23] See Tr. 88–91, 126–127, 131–132, 189–191, 225, 253–268, 270–279, 314–324. See also Zarate's testimony, Tr. 30–31, 345, 351–352. At some point during the visit, Bonilla also told Zarate that he wanted to check his previously assigned truck to see if he had left a metal pipe or tube and wood frame in it. However, Zarate told him the truck had been cleaned out and/or was not in the yard. See Tr. 266–267, 315, 317–318. See also Zarate's testimony, Tr. 345, 351.

[24] See *Skyline Transport*, 228 NLRB 352, 357 (1977) (rejecting the employer's position that the alleged discriminatee had quit, in part because the blue-slip the employer gave him did not state he had quit and the employer did not oppose his application for unemployment compensation). See also *Hansard v. Pepsi-Cola Metropolitan Bottling Co*., 865 F.2d 1461, 1464–1465 (5th Cir. 1989) (jury's determination that Pepsi discharged Hansard was supported by sufficient evidence, including "the absence of any Pepsi records to indicate that Hansard quit and Pepsi's failure to contest Hansard's unemployment benefits"), cert. denied 493 U.S. 842 (1989); and *Hetzberg v. SRAM Corp*., 1998 WL 887079 (N.D. Ill. Dec. 11, 1998) ("If it is true (as the parties' submissions suggest) that a voluntary quit would have disqualified Hertzberg from receiving unemployment benefits, the fact that SRAM chose not to oppose her application . . . has obvious potential relevance" and is properly considered by the factfinder), rejecting the contrary view in *Janopoulos v. Harvey L. Walner & Assocs.*, 1994 WL 118517 (N.D. Ill. March 31, 1994).

365.) Although he explained that he didn't "know how that works," it is unlikely that the founder and longtime general manager of an interstate trucking company that employs 80–90 drivers would not know that employees who voluntary quit are ineligible for unemployment benefits, and that an employer may dispute an application on that ground to avoid subsequent benefit charges or higher tax rates.[25] Finally, Zarate did not deny telling Macias that Bonilla was terminated for "fighting" with the drivers when he and Bonilla came to the facility on August 31 to get Bonilla's final paycheck. (See Tr. 345, 351–352.)

Thus, for these and the other reasons previously discussed (including the credited evidence that Zarate had threatened to terminate Bonilla for "fighting" with coworkers just a few days earlier), a preponderance of the credible evidence establishes that Zarate did, in fact, terminate Bonilla on August 25. This leaves only the question of whether the termination was unlawfully motivated. Again, the parties agree that *Wright Line* sets forth the proper analytical framework for addressing this issue. Applying that framework, as discussed above the General Counsel satisfied the required initial burden of showing that Bonilla engaged in union activity, that the Company knew or suspected it, and that the Company had animus against that activity. Further, as with Zarate's decision to send Bonilla home early on August 24, the Company failed to meet its burden of showing that it would have terminated Bonilla anyway regardless of his union activity. Indeed, the Company does not even contend that there was any legitimate or lawful reason to terminate him. Rather, its sole contention, which as discussed above is contrary to a preponderance of the credible evidence, is that Bonilla quit.

Accordingly, Zarate's termination of Bonilla on August 25 violated Section 8(a)(3) and (1) of the Act as alleged.

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[25] Cal. Unemp. Ins. Code § 1256 (West) provides in relevant part:

> An individual is disqualified for unemployment compensation benefits if the director finds that he or she left his or her most recent work voluntarily without good cause or that he or she has been discharged for misconduct connected with his or her most recent work.
>
> An individual is presumed to have been discharged for reasons other than misconduct in connection with his or her work and not to have voluntarily left his or her work without good cause unless his or her employer has given written notice to the contrary to the department as provided in Section 1327, setting forth facts sufficient to overcome the presumption. The presumption provided by this section is rebuttable.

See also the State of California, Employment Development Department (EDD) website, at https://www.edd.ca.gov/pdf_pub_ctr/de231z.pdf; at https://edd.ca.gov/Unemployment/How_to_Minimize_UI_Taxes_Test.htm; and at https://www.edd.ca.gov/unemployment/responding_to_ui_claim_notices.htm. Judicial notice is taken of these EDD website materials. See FRE 201; *Lucky Cab Co*., 366 NLRB No. 56 (2018); *U.S. v. Garcia*, 855 F.3d 615, 621 (4th Cir. 2017); and *U.S. ex rel. Modglin v. DJO Global Inc.*, 48 F.Supp.3d 1362, 1381–1382 (C.D. Cal. 2014).

CONCLUSIONS OF LAW

1. The Company violated Section 8(a)(1) of the Act by:

a. Interrogating Bonilla about his union support and activities on or about August 7, 2018; and

b. Threatening Bonilla with job loss on or about August 7 and 21, 2018 because of his union support and activities.

2. The Company violated Section 8(a)(3) and (1) of the Act by:

a. Refusing to assign Bonilla further work after 9:50 am on August 24, 2018; and

b. Terminating Bonilla on August 25, 2018.

3. The Company's foregoing unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

4. The Company did not violate the Act by creating the impression of surveillance on or about August 7 in the manner alleged in the complaint.

REMEDY

The appropriate remedy for the violations found is an order requiring the Company to cease and desist from its unlawful conduct and to take certain affirmative action. Specifically, the Company must offer Bonilla full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed. The Company must also make Bonilla whole for any loss of earnings and other benefits suffered as a result of its unlawful refusal to assign him additional work on August 24 and termination of his employment on August 25. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest compounded daily as prescribed in *New Horizons*, 283 NLRB 1173 (1987), and *Kentucky River Medical Center*, 356 NLRB 6 (2010).[26]

In addition, the Company must compensate Bonilla for any adverse tax consequences of receiving a lump-sum backpay award, and file with the Regional Director a report allocating the backpay award to the appropriate calendar years. See *AdvoServ of New Jersey, Inc*., 363 NLRB No. 143 (2016).

[26] The General Counsel requests that the Company also be ordered to make Bonilla whole for "any consequential economic harm." However, this would require a change in Board law. See *Dura-Line Corp*., 366 NLRB No. 126, slip op. at 4 n. 18 (2018). Accordingly, the request is denied.

The Company must also compensate Bonilla for his search-for-work and interim employment expenses, regardless of whether those expenses exceed interim earnings. See *King Soopers*, *Inc*., 364 NLRB No. 93 (2016). The search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest compounded daily as prescribed in *New Horizons*, supra, and *Kentucky River Medical Center*, supra.

Further, the Company must remove from its files any references to its unlawful refusal to assign Bonilla further work on August 24 and termination of his employment on August 25, and notify Bonilla in writing that this has been done and that those actions will not be used against him in any way.

Finally, the Company must post a notice to employees in both English and Spanish notifying them of their rights under the Act and the Board's decision and order. The English/Spanish notices must be posted at the facility in all places where notices to employees are customarily posted. As the record indicates that the drivers spend most of the time away from the facility, and that the Company therefore regularly communicates with them by text message (Tr. 144), the Company must also distribute the English/Spanish notices directly to them in this manner, as well as by any other electronic means, including email and posting on an intranet or an internet site, if the Company customarily communicates with its employees by such means. See *Dish Network Corp*., 366 NLRB No. 119, slip op. at 13–14 (2018). As all of the unfair labor practices were committed by General Manager Zarate, and the record indicates that he personally hands out the paychecks to the drivers each week (Tr. 344, 346), he will also be required to distribute the English/Spanish notices to the drivers with those paychecks if he customarily distributes notices or memoranda to the drivers in this manner. See *Nickey Chevrolet Sales, Inc*., 142 NLRB 23 (1963).

The General Counsel requests that Zarate also be required to personally read the notice to employees during work time (or to allow a Board agent to do so in his presence). However, the Board considers this an extraordinary remedy that is properly ordered only in particularly egregious cases, such as those where the high-level manager committed numerous unfair labor practices that directly affected the entire employee unit and/or did so in a public way such as by giving threatening or otherwise coercive speeches at compulsory employee meetings. See *El Super,* 367 NLRB No. 34, slip op. at 1 (2018); and *AdvancePierre Foods, Inc.,* 366 NLRB No. 133, slip op. at 5 (2018), and cases cited there. Further, the alternative notice-distribution remedies described above should be sufficient to ensure that all of the drivers are adequately informed of their rights and the Board's decision and order. Accordingly, the request for a notice-reading remedy is denied.

The General Counsel also requests a visitorial clause requiring the Company to grant Board agents reasonable access to the facility to monitor compliance with the notice-posting requirement. However, the Board has declined to include such provisions in remedial orders absent a showing that the respondent has a history of failing to comply with Board orders or is otherwise likely to try and evade compliance. See *Domsey Trading Corp*., 310 NLRB 777, 813–814 (1993), enfd. 16 F.3d 517 (2d Cir. 1994); and *Dauman Pallet, Inc*., 314 NLRB 185, 210 (1994), and cases cited there. See also *El Super*, above (deleting a similar access remedy from

the ALJ's order). The General Counsel has failed to make any such showing here. Accordingly, the request for an access remedy is denied as well.

ORDER[27]

The Respondent, Pacific Green Trucking Inc., Wilmington, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Interrogating employees about their union sympathies and activities.

(b) Threatening employees with job loss because of their union support and activities.

(c) Refusing to assign work to employees because of their union support and activities.

(d) Discharging employees because of their union support and activities.

(e) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of the Board's order, offer Ricardo Bonilla Colindres (Bonilla) full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make Bonilla whole for any loss of earnings and benefits suffered as a result of the discriminatory refusal to assign him work and termination of his employment, in the manner set forth in the remedy section above.

(c) Make Bonilla whole for his reasonable search-for-work and interim employment expenses, in the manner set forth in the remedy section above.

(d) Compensate Bonilla for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 21, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year.

[27] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of the Board's order.

(f) Within 14 days of the date of the Board's order, remove from its files any reference to the unlawful refusal to assign work to Bonilla and termination of his employment, and within 3 days thereafter, notify him in writing that this has been done and that those actions will not be used against him in any way.

(g) Within 14 days after service by the Region, post at its facility in Wilmington, California copies of the attached notice marked "Appendix."[28] Copies of the notice, on forms provided by the Regional Director for Region 21, after being signed by the Respondent's authorized representative, shall be posted by the Respondent in both English and Spanish and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute the English/Spanish notices to its employees by text-message and by other electronic means, such as email or posting on an intranet or an internet site, if the Respondent customarily communicates with its employees by such means. The Respondent's general manager, Vicente Zarate, shall also distribute the English/Spanish notices to the employees with one of their weekly paychecks if he customarily distributes notices or memoranda to employees in this manner. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If, during the pendency of these proceedings, the Respondent has gone out of business or closed the Wilmington facility, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all employees employed by the Respondent at any time since August 7, 2018.

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., February 13, 2019

Jeffrey D. Wedekind
Administrative Law Judge

[28] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT interrogate you about your union sympathies and activities.

WE WILL NOT threaten you with loss of your job because of your union support and activities.

WE WILL NOT refuse to assign you work or discharge you because of your union support and activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of the Board's order, offer Ricardo Bonilla Colindres (Bonilla) full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Bonilla whole for any loss of earnings and benefits suffered as a result of our discriminatory refusal to assign him work and termination of his employment, plus interest.

WE WILL make Bonilla whole for his reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Bonilla for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Board a report allocating the backpay award to the appropriate calendar year.

WE WILL, within 14 days of the date of the Board's order, remove from our files any reference to our unlawful refusal to assign work to Bonilla and termination of his employment, and within

3 days thereafter, notify him in writing that this has been done and that those actions will not be used against him in any way

PACIFIC GREEN TRUCKING INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

U.S. Courthouse, 312 N. Spring St., 10th Floor, Los Angeles, CA 90012
(213) 894-5200, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/21-CA-226775 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (213) 634-6502.